

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

## CONTRACT



**Vendor ID 0000041408**  
**Vermont Correctional Industries/Vermont**  
**103 South Main Street**  
**Waterbury VT 05671-1001**  
**USA**

|  |                                    |   |
|--|------------------------------------|---|
| <b>Contract ID</b><br>000000000000000000020745       |                                    | <b>Page</b><br>1 of 4                     |
| <b>Contract Dates</b><br>10/01/2011 to 09/30/2015    |                                    | <b>Origin</b><br>CPS                      |
| <b>Description:</b><br>CPS-HIGHWAY SIGNS AND ACCESS. |                                    | <b>Contract Maximum</b><br>\$9,999,999.00 |
| <b>Buyer Name</b><br>Berini,Brian Jon                | <b>Buyer Phone</b><br>802/828-2217 | <b>Contract Status</b><br>Approved        |

**Phone #: 802/241-1472**

| Line #  | Item ID | Item Desc  | UOM | Unit Price | Max Qty | Max Amt |
|---|---------|--|-----|------------|---------|---------|
| 1   | 3482    | HIGHWAY SIGNS, VARIOUS.  | EA  | 0.01000    | 0.00    | 0.00    |
| HIGHWAY SIGN PRICE LIST TITLED: VERMONT OFFENDER WORK PROGRAM, HIGHWAY SIGN PRICE LIST, OCTOBER 4, 2011. PGS 1 TO 36.   |         |  |     |            |         |         |
| AOT WILL RECEIVE SECOND COLUMN PRICING ON ALL TYPE III AND TYPE IV SIGNS, REGARDLESS OF QUANTITY ORDERED AT ONE TIME. (NOTE: THIS DOES NOT APPLY FOR POLITICAL SUBDIVISIONS.) |         |  |     |            |         |         |
| 2   | 3724    | DELINEATOR POST, GALVANIZED RAIL STEEL<br>(FLANGED CHANNEL), 1.2 LBS/FT., POINTED. | EA  | 0.01000    | 0.00    | 0.00    |
|   | length  | 1-24 25+   |     |            |         |         |
|   | 7 FT    | \$9.30 \$8.94  |     |            |         |         |
|   | 8 FT    | \$10.62 \$10.21  |     |            |         |         |
| 3   | 3725    | SIGN POST, GALVANIZED RAIL STEEL,<br>(FLANGED CHANNEL), 3 LBS/FT.                  | EA  | 0.01000    | 0.00    | 0.00    |
|   | length  | 1-24 25+   |     |            |         |         |
|   | 10 FT   | \$30.55 \$29.38  |     |            |         |         |
|   | 12 FT   | \$36.66 \$35.25  |     |            |         |         |
|   | 14 FT   | \$42.77 \$41.13  |     |            |         |         |
|   | 16 FT   | \$48.88 \$47.00  |     |            |         |         |
| 4   | 3726    | MISC. HIGHWAY SIGN ACCESSORY ITEMS.  | EA  | 0.01000    | 0.00    | 0.00    |

### CONTRACT TERMS AND ADDITIONAL INFORMATION

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

Customer Satisfaction Survey: To help us understand how we can better serve you, we are interested in receiving your comments regarding the quality of service you received in your most recent interaction with the Department of Buildings & General Services (BGS). Please complete the on-line Customer Comment Form at [http://www.bgs.state.vt.us/forms/bgs\\_surveys/index.php?type=customer&action=customer](http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer)

SIGN MATERIALS AND FABRICATION ARE TO BE IN ACCORDANCE WITH SECTION 675 - TRAFFIC SIGNS AND DIVISION 700 - MATERIALS OF THE 2006 VT AOT STANDARD SPECIFICATIONS FOR CONSTRUCTION. SIGNS AND POSTS SHALL CONFORM WITH AOT E-SERIES STANDARD SHEETS. SIGN FACES ARE TO COMPLY WITH THE MUTCD GUIDELINES.

NOTE: STATE OF VERMONT AGENCY OF TRANSPORTATION ONLY SHALL RECEIVE SECOND-TIER PRICING ON ALL HIGH-INTENSITY SIGNS.

ALL PRICE INCREASES MUST BE BASED ON DOCUMENTED CHANGES IN MATERIAL COSTS.

VCI/VOWP IS OBLIGATED TO INFORM THE PURCHASING AGENT ON A MONTHLY BASIS OF THE QUANTITY OF OUTSTANDING ORDERS UNDER THIS CONTRACT. A MONTHLY DETAILED REPORT OF ORDERS AND STATUS SHALL BE PROVIDED TO THE PURCHASING AGENT AND THE TRAFFIC SHOP.

### 1) ORDERING

- Orders may be placed by FAX (or email) from the Traffic Shop office or the Official Business Directional Sign (OBDS) Program office to the VCI Business Office.
- The VCI Business office must acknowledge receipt of order within 2 business days to the person placing the order.

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| <b>Contract Dates</b><br>10/01/2011 to 09/30/2015    | <b>Origin</b><br>CPS                      |                                    |
| <b>Description:</b><br>CPS-HIGHWAY SIGNS AND ACCESS. | <b>Contract Maximum</b><br>\$9,999,999.00 |                                    |
| <b>Buyer Name</b><br>Berini,Brian Jon                | <b>Buyer Phone</b><br>802/828-2217        | <b>Contract Status</b><br>Approved |

**Phone #: 802/241-1472**

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c. Work Orders: separate work Orders shall be issued splitting standard types of signs from OBDS signs, larger or special signs, or any signs that may take a longer time to construct.  
d. OBDS graphics shall be applied by OBDS staff to signs prepared by the Sign Shop.

### 2) DELIVERY

a. Traffic Shop: Signs shall be delivered to the AOT Traffic Shop within 30 days of receipt of work order at VCI Business Office. Exceptions may only be allowed when the Traffic Shop is contacted by VCI prior to the 30 day required delivery date, and the Traffic Shop confirms by email to VCI (cc: Purchasing Agent) that they are able to allow an extension to the delivery time requirement. However, at no time shall delivery be acceptable that exceeds 45 days from receipt of work order at VCI Business Office.  
b. Quantity of individual highway signs outstanding (not delivered) for Traffic Shop shall not exceed the quantity of 500 signs at any point in time.  
c. OBDS Program: Signs must be delivered for the OBDS Program within 45 days of receipt of order at VCI Business Office. There are no extensions allowed to this delivery term.  
d. Exception - Requests for Expedited (emergency) highway sign delivery shall be met by delivery to VTrans within 10 working days of receipt of order.

### 3) FAILURE TO PERFORM

Failure by VCI to meet the above delivery performance requirements will result in the undelivered work order(s) being cancelled by AOT, and a requisition sent to the Purchasing Agent to purchase the signs via RFQ and purchase order process. This cancellation of order with VCI shall be at no cost to the Agency of Transportation, and VCI is responsible for the excess cost. The cancellation notice must be emailed by AOT (cc: Purchasing Agent) and the notice kept on file. Future orders may also be obtained via a bid process until evidence is given by VCI that they are able to meet the above specified delivery requirements, and the Purchasing Agent agrees that delivery requirements are acceptable.

### 4) QUALITY

Signs that do not meet specifications or exhibit poor quality of work will be returned on the next VCI delivery truck, and an acceptable expedited replacement must be received at the ordering location within 7 days of notification to the VCI business office. Corrected signs shall be at no additional charge.

### 5) GENERAL REQUIREMENTS

a. Full delivery of all items per Work Order is required (no partial deliveries).  
b. There shall be a knowledgeable single point of contact at the VCI Sign Shop in Windsor to address questions and issues. A response within 24 hours is required. A backup contact shall also be named. Name 1 & 2  
c. There shall be knowledgeable single point of contact at the VCI Business Office in Waterbury for ordering, invoicing and other issues. A response within 24 hours is required. A backup contact shall also be named. Name 1 & 2  
d. Work orders will be completed in order of receipt by VCI (first in, first out).  
e. Sign Shop must contact person who originated order, if a sign cannot be completed as ordered and/or as meets specifications. (Example: Letter size or font may not be automatically altered to fit sign size.)

### 6) GENERAL SPECIFICATIONS

a. Items received under this contract shall meet all current requirements of:  
i. The Federal Highway Administration (FHWA) Standard Highway Signs Book  
ii. The Vermont Agency of Transportation Standard Specifications for Construction 2001 and all updates.  
b. They shall also meet the following standards:  
i. Vermont AOT Standard E-123 and  
ii. Vermont AOT Standard E-125.  
c. Special Size Signs shall be priced per square foot, based on facing type and type/thickness of sign backing.  
d. Sheeting shall be per ASTM Standard D 4956-01. Types typically required for AOT under this contract are: Type III, IV, VII, VIII, and Type IX.  
e. Sign measurements shall consistently be expressed as: width by height by thickness (W x H x Th).  
f. Sign backing material:  
i. Aluminum Type A sign thickness shall be 0.063", 0.080", 0.100", or 0.125".  
ii. High Density Plywood sign thickness shall be 5/8" or >".  
g. Any changes to this contract will be done by Change Order by Purchasing and Contract Administration.

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### 7) REPORTING

- VCI Sign Shop shall report to Purchasing Agent five (5) working days following the first of each month in a simple electronic report summarizing the status of orders separately for the Traffic Shop and for the OBDS Program. Purchasing reserves the right to request additional detail.
- VCI Sign Shop will also send the report monthly to the Traffic Shop and OBDS Program office, for comparison of delivery status, etc.
- The VCI Sign Shop is required to inform the Traffic Shop and OBDS Program office as soon as possible if they anticipate they are unable to meet the delivery requirements as stated, and in any circumstance, within 30 days of receipt of order or when the backorder quantity reaches 500 signs.
- A summary status report shall be provided by the contractor to the Purchasing Agent to keep her apprised of quantity of signs ordered but not yet delivered.

### VCI CONTACT INFORMATION:

GERALD SCHARTNER  
802-334-8995  
geralds.schartner@state.vt.us

DELIVERY: SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL OR FAX ORDERS ARE GIVEN, A PURCHASE ORDER MUST BE ISSUED BEFORE PAYMENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 10, 2011 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO (2) YEAR TERM, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

SPECIAL PROVISIONS: THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS: POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES, AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

POLITICAL SUBDIVISIONS PRICING IS PER THE PRICE LIST (NO 2ND COLUMN PRICING FOR LESS THEN 25 SIGNS FOR TYPES III AND IV).

AMENDMENT#1 (SEPTEMBER 2013). THIS CHANGE EXERCISES THE FIRST OF THE TWO ONE-YEAR OPTIONS TO RENEW, AND

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| EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 09/30/2014, AT THE SAME PRICING, TERMS, AND CONDITIONS. |         |           |     |            |         |         |

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED NOVEMBER 7, 2012 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

AMENDMENT #2 - SEPTEMBER 2014 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR TWO (LAST YEAR) THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO SEPTEMBER 30, 2015, AT THE SAME PRICING, TERMS, AND CONDITIONS.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 2, 2014 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI  
SENIOR PURCHASING AGENT  
PHONE: 802-828-2217  
FAX: 802-828-2222  
brian.berini@state.vt.us

### WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_